

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

MEETING DATE: April 16, 2003

DIVISION: Public Works

BULK ITEM: Yes x No

DEPARTMENT: Animal Control

AGENDA ITEM WORDING: Approval of renewal agreement with Humane Animal Care Coalition, Inc. for operation of the Key Largo Animal Shelter in the amount of \$216,083.27 per year.

ITEM BACKGROUND: The current contract with the Humane Animal Care Coalition will expire on 3/31/03. The contractor has agreed to renewal and has requested a CPI increase. The current CPI for urban consumers for the most recent 12 months available is 2.6%, or an additional \$5,475.79 per year.

PREVIOUS RELEVANT BOCC ACTION: On February 21, 2001, the Board awarded the bid and entered into a contract with the Humane Animal Care Coalition for \$208,316 per year. On March 20, 2002, the contract was renewed for one year at \$210,607.48 per year; this is the last renewal option under the current contract. On March 19, 2003, the Board approved the current contract on a month-to-month basis.

CONTRACT/AGREEMENT CHANGES: Renew agreement for one additional year, and increase annual payment from \$210,607.48 to \$216,083.27.

STAFF RECOMMENDATION: Approval as stated above.

TOTAL COST: \$216,083.27

BUDGETED: Yes: x No:

COST TO COUNTY: same

SOURCE OF FUNDS ad valorem

REVENUE GENERATED: Yes No x

APPROVED BY: County Atty: x OMB/Purchasing: x Risk Management: x

DIVISION DIRECTOR APPROVAL: 

Dent Pierce

3/25/03

DOCUMENTATION: INCLUDED: x TO FOLLOW: NOT REQUIRED:

DISPOSITION:

AGENDA ITEM #: CI

Humane Animal Care Coalition, Inc.
105951 Overseas Highway
Key Largo, Florida 33037
(305) 453-0826

April 2, 2003

Jim
Dear James Roberts,

To help provide more facts prior to the vote to take away \$5,475.79 from next year contract, the following is the actual expenses to do the County business of animal control that we just completed, March 31st. Our expenses last year shows a loss of \$5023.38, this lost is attributed to the small pay increases for three of the four employees. We expect the major line items listed below to slightly increase during FY 2003-2004.

Thank you for all your help, Tom

Profit and Loss April 1, 2002 through March 31, 2003

Income	
From County Contract	211,248.45
Total Income	<u>211,248.45</u>
Expenses	
Accounting Expenses (annual audit)	3,600.00
Animal Disposal	600.00
Automobile Expenses	1,711.83
Education	1,416.00
Gasoline	2,770.93
Insurance (Worker's Comp. etc)	12,603.32
Licenses, Permits, Fees	391.65
Medical Supplies	6,274.24
Medical Waste	586.68
Office Supplies and Equipment	1,751.35
Operating supplies and Expenses	19,015.93
Payroll Processing Fees	1,461.13
Postage and Delivery	367.54
Printing	429.30
Repairs and Maintenance	1,187.27
Salaries and Wages Expenses	129,393.50
SEP-IRA Retirement	13,648.00
Payroll Tax Expense	9,941.43
Telephone	3,640.03
Utilities	<u>5,481.70</u>
Total Expense	216,271.83
Net Income (loss)	-5,023.38

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: HUMANE ANIMAL CARE COALITION, INC. Contract # _____
Effective Date: 4/1/03
Expiration Date: 3/31/04

Contract Purpose/Description: To operate the Key Largo Animal Shelter.

Contract Manager: Beth Leto 4560 Public Works - #1
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on March 19, 2003 Agenda Deadline: March 5, 2003

CONTRACT COSTS

Total Dollar Value of Contract: \$216,083.27 Current Year Portion: \$108,041.64
Budgeted? Yes ☒ No ☐ Account Codes: 001-21000-530340
Grant: \$ _____
County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ n/a /yr. For: _____
(Not included in dollar value above) (e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2/27/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/27/03</u>
Risk Management	<u>2/21/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>W. Gunham</u>	<u>2/21/03</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheila A. Barker</u>	<u>2/24/03</u>
County Attorney	<u>2/25/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2/26/03</u>

Comments: We have waiver in file for Employee Dishonesty Insurance Coverage

RENEWAL AGREEMENT
(Operation of Key Largo Animal Shelter)

This renewal agreement is made and entered into this ____ day of _____, 2003, between the COUNTY OF MONROE (County) and HUMANE ANIMAL CARE COALITION, INC. (Contractor) in order to renew that certain agreement entered into on February 21, 2001, as renewed on March 20, 2002, as follows:

1. In accordance with Section IV - RENEWAL, this agreement is hereby renewed for one additional year.
2. Section IX - PAYMENT, is amended to read as follows:

"IX. PAYMENT:

The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be \$216,083.27 per annum (\$210,607.48 plus 2.6% CPI increase of \$5,475.79). The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or \$18,006.94 per month. The Contractor shall provide a monthly invoice to the Division of Public Works, and payment shall be made on or before the 15th day of the following month."

3. The term of this renewal agreement shall commence on April 1, 2003, and terminate on March 31, 2004.
4. In all other respects, the original agreement between the parties dated February 21, 2001, as renewed on March 20, 2002, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor/Chairman

HUMANE ANIMAL CARE COALITION,
INC.

By: _____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY Suzanne A. Hutton
SUZANNE A. HUTTON

DATE 2/26/03

RENEWAL AGREEMENT
(Operation of Key Largo Animal Shelter)

This renewal agreement is made and entered into this 20th day of March, 2002, between the COUNTY OF MONROE (County) and HUMANE ANIMAL CARE COALITION, INC. (Contractor) in order to renew that certain agreement entered into on February 21, 2001, as follows:

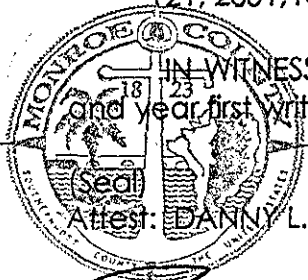
1. In accordance with Section IV – RENEWAL, this agreement is hereby renewed for one additional year.
2. Section IX – PAYMENT, is amended to read as follows:

"IX. PAYMENT:

The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be \$210,607.48 per annum (\$208,316 plus 1.1% CPI increase of \$ 2,291.48). The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or \$17,550.62 per month. The Contractor shall provide a monthly invoice to the Division of Public Works, and payment shall be made on or before the 15th day of the following month."

3. The term of this renewal agreement shall commence on April 1, 2002, and terminate on March 31, 2003.
4. In all other respects, the original agreement between the parties dated February 21, 2001, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



Attest: DANNY L. KOLHAGE, CLERK

By Jamela Hancock
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By [Signature]
Mayor/Chairman

HUMANE ANIMAL CARE COALITION,
INC.

By: Thomas F. Hamelton
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY [Signature]
SUZANNE A. HUTTON

DATE 2/25/02

AGREEMENT
for
OPERATION OF KEY LARGO ANIMAL CONTROL

This agreement is entered into this 21st day of February, 2001, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter "County"), and HUMANE ANIMAL CARE COALITION, INC., 283 Saint Thomas Avenue, Key Largo, Florida 33037, a non-profit organization existing under the laws of the State of Florida, (hereinafter Contractor);

WITNESSETH:

The County hereby authorizes the Contractor to operate the Key Largo Animal Control Shelter located at 105951 U.S. Highway 1, Key Largo, Florida 33037, as further described in Exhibit "A" attached hereto, (hereinafter "Shelter"), and to provide complete animal control and enforcement services within Monroe County from MM 70 West to MM 112 North, and East to Ocean Reef, including the Village of Islamorada (hereinafter "Service Area"), according to the following terms and conditions:

I. SCOPE OF SERVICES:

- a. The Contractor will fully staff, operate and perform all current functions of the Shelter.
- b. The Contractor shall secure, maintain and pay all applicable fees for any permits and licenses necessary to operate the Shelter.
- c. The Contractor shall cooperate with the Monroe County Health Department and follow all local and state laws, regulations and procedures, including but not limited to F.A.C. 10D-3.091, Procedures for Control of Specific Communicable Diseases and Chapter 59X-29, Animal Control Shelter Permits.
- d. The Contractor shall provide that all animal control officers complete the mandatory certification program outlined by F.S. 828.27 (40 hours of training curriculum approved by the Florida Animal Control Association); said training shall be completed on a timely basis after a 90-day probationary period. The Contractor is to provide the Director of Public Works, or his designee, with copies of the Animal Control Officer Training Program Certificates.

e. The Contractor will receive and properly confine all animals that are brought to the Shelter or which become the responsibility of the Shelter. All animals in the custody of the Contractor shall have a constant supply of fresh water and be fed a diet appropriate for their species, breed, age and physical condition.

f. The Contractor shall provide appropriate care for sick and injured animals in its custody and shall obtain the services of a veterinarian who is licensed by and in good standing with the Board of Veterinary Medical Examiners for the State of Florida for consultations and/or professional services.

g. The Contractor shall maintain the Shelter, including kennel area, cages and euthanasia room, and all equipment in a clean, safe, and sanitary manner.

h. The Contractor shall provide the personnel and materials necessary to humanely euthanize all animals designated for euthanasia by the supervisor or designee of the Shelter. The primary drug to be utilized for euthanasia shall be sodium pentobarbital, and the Contractor shall administer euthanasia to those animals designated for destruction in a humane manner and consistent with state and county laws and regulations. The Contractor's personnel who perform euthanasia will have appropriate certification attesting to the employee's authority to perform euthanasia, and copies of the certificates will be forwarded to the Director of Public Works or his designee.

i. The Contractor shall ensure that rabies inoculations will be given to all adopted and redeemed animals as required by law.

j. The Contractor shall provide heartworm testing and deworming to all adoptable animals, provide feline leukemia virus testing for all adoptable kittens and cats, and shall have a program in place for flea and tick control.

k. The Contractor will provide an adoption service through the Shelter for the purpose of securing suitable homes for adoptable animals. The contractor shall follow appropriate criteria to insure that each companion animal is given a suitable home through comprehensive screening procedures that evaluate both the animal to be released and the potential adopter in an effort to assure that the animals being adopted are being placed in long-term homes. All adoptable animals will be available for inspection by the public during normal working hours.

l. The Contractor will issue license certificates for dogs as required by the Monroe County Code and collect the established fees therefor. The Contractor will be responsible for determining that all requirements have been satisfied by an applicant prior to issuing a license certificate and shall remit all fees therefor to the County.

II. ENFORCEMENT SERVICES:

The Contractor will provide complete animal control and enforcement services within the Service Area described above, including, but not limited to:

1. Emergency services (24-hours per day/7-days a week) for Priority One calls which are:

- a. Injured animal;
 - b. Bite cases; person bit by any warm blooded creature;
 - c. Animal bites to other animals;
 - d. Wild animal in home;
 - e. Dangerous dog investigations;
 - f. Animal cruelty investigations;
 - g. Law enforcement requests.
2. Patrolling of service area on a regular and consistent basis;
 3. Picking up dogs that are running at large;
 4. Picking up cats and raccoons captured in cat or raccoon traps;
 5. Non-emergency animal pick up from residential homes during normal operating hours;
 6. Picking up dead animals along County or City rights-of-way and arrange for proper disposal in accordance with all applicable laws, regulations and ordinances;
 7. Disposing of any animals that are euthanized or that expire while in the care, custody, or control of the Contractor, in accordance with all applicable laws, regulations and ordinances.
 8. Investigating all reports of violation of local and state ordinances and regulations relating to animal control and, when warranted by the facts, issue citations and/or prosecute all persons charged with violation of said ordinances and regulations, which includes representing Monroe County in court proceedings when required. Further, upon termination of this agreement, the Contractor shall complete all cases originated by Contractor including representing the County in court if necessary.

9. Complying with all applicable County ordinances and regulations as well as the laws of the State of Florida.

III. TERM OF AGREEMENT:

This agreement shall be for a twelve (12) month period beginning April 1, 2001 and ending at 12:00 midnight on March 31, 2002. The term of this agreement shall be renewable in accordance with Section IV.

IV. RENEWAL:

The County shall have the option to renew this agreement after the first year, for two (2) additional one-year periods. The contract amount agreed to herein may be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 months available.

V. ASSIGNMENT:

The Contractor shall not assign nor subcontract its duties under this agreement without the prior written approval of the County.

VI. TERMINATION WITHOUT CAUSE:

The County may terminate this agreement without cause by providing the Contractor with written notice of termination at least sixty (60) days prior to the date of termination.

VII. TERMINATION WITH CAUSE:

The County may terminate this agreement for cause if the Contractor shall default in the performance of any of its obligations under this agreement. Default shall include the occurrence of any one of the following events and same is not corrected to the satisfaction of the County within fifteen (15) days after the County provides the Contractor with written notice of said default:

- a. Failure to provide food or water for animals in the custody of Contractor.
- b. Failure to procure appropriate veterinary care for any sick or injured animal in the custody of the Contractor.
- c. Failure to administer euthanasia in a humane manner.
- d. Failure to maintain the Shelter in a clean, safe and sanitary manner.
- e. Breach of any other term, condition or requirement of this agreement.

VIII. UTILITIES:

The Contractor shall be responsible for payment of all utility charges for the Shelter. All utility accounts will be held in the Contractor's name.

IX. PAYMENT:

The total compensation to be paid to the Contractor in consideration of its services under this Agreement shall be \$208,316 per annum. The County shall pay the Contractor on a per month in arrears basis in an amount equal to 1/12 of the total cost of the contract, or \$17,359.66 per month. The Contractor shall provide a monthly invoice to the Division of Public Works, and payment shall be made on or before the 15th day of the following month.

X. FUNDING AVAILABILITY

In the event that funds are partially reduced or cannot be obtained or continued at a level sufficient to allow for the purchase of the services contemplated, then the contract may be terminated immediately at the option of the County upon written notice of termination being delivered in person or by mail to the Contractor. The County will not be obligated to pay for any services provided by the Contractor after the Contractor has received written notice of immediate termination.

XI. VEHICLES:

The County hereby leases to the Contractor the two (2) County vehicles currently assigned to the Shelter identified as a 1999 Chevrolet Astro Van (Unit No. 0911-020) and a 2000 Dodge 1500 Pick Up Truck (Unit No. 0911-021). The Contractor shall be responsible for payment of all fuel, oil, and other supplies necessary to operate said vehicles. In addition, the Contractor shall be responsible for repairs to said vehicles and shall maintain them in accordance with the maintenance schedule attached hereto as Exhibit "B." The Contractor shall provide receipts to the Director of Public Works or his designee to document and verify that the required maintenance has been performed. The County shall have the right to inspect the vehicles at any reasonable time.

XII. INSURANCE REQUIREMENTS:

The Contractor will provide insurance coverage as described in the Risk Management Policy and Procedures Contract Administration Manual attached hereto and marked Exhibit "C."

XIII. FEES AND REPORTS:

The Contractor shall collect and remit to the County all funds that are collected for fees, license certificates, citations, penalties, adoptions, etc. In this regard, the Contractor shall issue receipts and keep appropriate records of all funds received and shall provide the Director of Public Works or his designee with copies of daily cash reconciliation forms, daily bank deposit information, bite reports, citations, and original license certificates that are issued, on a biweekly basis. All funds must be deposited into specific Monroe County bank accounts, and all requests for waiver of any fines and fees owed to the County must be submitted in writing on the County-approved affidavit form to the Director of Public Works or his designee, said affidavit form is attached hereto and marked Exhibit "D." The Contractor shall only charge fees as outlined in Monroe County Resolution No. 496-2000, as same may be amended from time to time; said Resolution is attached hereto as Exhibit "E." The Contractor shall not charge any other fees for services at the Shelter unless authorized by the County to do so.

XIV. DONATIONS:

The Contractor shall issue receipts and keep appropriate records of all donations received by Contractor, and said donations shall only be used for the benefit of shelter animals or animals for which the Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future.

XV. FACILITIES AND EQUIPMENT:

The Contractor hereby accepts the Shelter facilities and equipment in "as is" condition, and the Contractor shall allow the County to inspect said facilities and equipment at any reasonable time. In addition, all operating supplies and any additional equipment such as catch-all sticks, cages and the like shall be the responsibility of the Contractor.

XVI. INVENTORY:

Prior to commencement of the service contemplated herein, the County shall perform an inventory of all supplies, materials, medicines and equipment at the Shelter and the inventory list prepared therefrom shall be signed by both parties hereto.

XVII. MAINTENANCE:

The Contractor shall maintain and be responsible for the cost of repairs to the Shelter building, grounds and equipment in order to keep same in proper working condition. Repairs costing over \$1,000 shall be paid by the County.

XVIII. IMPROVEMENTS OR MODIFICATIONS TO FACILITY:

No improvements or modifications may be made to the Shelter, appurtenances, or surrounding property without the prior written approval of the County.

XIX. HOURS OF OPERATIONS:

The Shelter shall be open to the public at a minimum from 9:00 a.m. to 6:00 p.m., Eastern Time, Monday through Friday, and from 9:00 a.m. to 3:00 p.m., Eastern Time, on Saturdays. Hours of operation may be adjusted upon mutual written consent of the County and the Contractor; however, nothing herein shall preclude the contractor from extending its hours of operation.

XX. INDEPENDENT CONTRACTOR:

At all times and for all purposes, the Contractor, its agents and employees are strictly considered to be independent contractors in their performance of the work contemplated hereunder. As such, the Contractor, its agents and employees shall not be entitled to any of the benefits, rights or privileges of County employees.

XXI. HURRICANE OR OTHER NATURAL DISASTER:

In the event of a hurricane or other natural disaster, the Contractor shall make its best efforts to properly house and care for all animals in its care or custody. In this regard, the Contractor shall designate employees who will be able to remain in the County to care for the animals during and after the disaster, or the Contractor will make arrangements to move the animals to a safe location outside of the County.

XXII. FUNDRAISING:

The Contractor may use the Shelter for fundraising or for selling merchandise after its items have been reviewed and approved by the Director of Public Works or his designee. Requests for events shall be requested by the Contractor in writing and approved by the County in writing. Funds raised by the Contractor from fundraising or events at the Shelter shall only be used to benefit the Shelter animals or animals for which Contractor provides spay/neuter or other services, and shall not be used to defray or reduce County funding in the future.

XXIII. NON-DISCRIMINATION:

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, or any other characteristic or aspect which is not job related when recruiting, hiring, promoting, terminating or any other area affecting employment under this agreement. At all times, the Contractor shall comply with all applicable laws and regulations with regard to employing the most qualified person(s) for positions under this agreement. Additionally, the Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex or sexual orientation, age, physical handicap, financial status or any other characteristic or aspect in regard to providing services hereunder.

XXIV. INSPECTION OF BOOKS AND FACILITIES/AUDIT/ACCOUNTING:

The Contractor shall maintain its financial records in accordance with generally accepted accounting principles, and allow the County to inspect its books and records and the shelter facilities at any reasonable time. In addition, the Contractor shall, at its expense, provide the County with an annual audit prepared by an independent Certified Public Accountant. Contractor shall retain all records pertaining to this agreement for a period of three years after the term expires.

XXV. MEDICAL RESEARCH:

In no event shall any animals under the care, custody, or control of the Contractor be given, bartered or sold to any medical research company.

XXVI. PUBLIC ENTITY CRIME STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide

goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (CATEGORY TWO: \$15,000.00).

XXVII. NOTICE:

Any notice required or permitted under this agreement shall be in writing and mailed, postage prepaid, to the other party as follows:

FOR COUNTY:
Dent Pierce, Director
Monroe County Public Works
5100 College Road, Rm. 500
Key West, Florida 33040

FOR CONTRACTOR:
Tom Garrettson, President
Humane Animal Care Coalition, Inc.
283 Saint Thomas Avenue
Key Largo, Florida 33037

XXVIII. CONSENT TO JURISDICTION:

This agreement shall be construed by and governed under the laws of the State of Florida and venue for any action arising under this agreement shall be in Monroe County, Florida.

XXIX. AUTHORIZED SIGNATORY:

The signatory for the Contractor, below, certifies and warrants that:

- (a) The Contractor's name in this agreement is its full name as designated in its corporate charter.
- (b) He or she is empowered to act and contract for Contractor.
- (c) This agreement has been approved by the Contractor's Board of Directors.

Further, Contractor shall, upon execution of this agreement, provide proof of incorporation and a list of its Board of Directors.

XXX. ENTIRE AGREEMENT:

This agreement constitutes the entire agreement between the County and the Contractor for the services contemplated herein. Any amendments or revisions to

this agreement must be in writing and be executed in the same manner as this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day first written above.



DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA.

By: *Jamela Hancock*
Deputy Clerk

By: *George R. Neugart*
Mayor/Chairman

HUMANE ANIMAL CARE COALITION, INC.

By: *Thomas F. Banettson*
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY: *[Signature]*
ROBERT N. WOLFE
DATE *1-29-01*